character. *Held*, that the instruction was erroneous. *Northwestern Mutual Insurance Co.* v. *Rochester German Insurance Co.*, (1901), — Minn. —, 88 N. W. Rep. 265, 56 L. R. A. 108.

The court held, that the cases wherein total loss had been defined as a "loss of identity and specific character" were almost entirely those in which there had been a substantial destruction of the building. Each case must in general rest on its own facts, but there will be deemed to be a total loss unless there remains a substantial part of the building in place, which with reasonable repairs may be used for rebuilding. It was proper in this case to submit it to the jury. The court relied among others on these cases: *Royal Ins. Co.* v. *McIntyre*, 90 Tex. 170, 35 L. R. A. 672; *Providence Washington Ins. Co.* v. *Board of Education*, 49 W. Va. 360, 38 S. E. Rep. 679; *Corbett* v. *Spring Garden Ins. Co.*, 155 N. Y. 389, 41 L. R. A. 318; *Seyle* v. *Millers' Nat. Ins. Co.*, 74 Wis. 67, 41 N. W. Rep. 443; *Lindner* v. *Ins. Co.*, 93 Wis. 526, 67 N. W. Rep. 1125; *Ohage* v. *Union Ins. Co.*, 82 Minn. 426, 85 N. W. 212.

MANDAMUS—JURISDICTION TO ISSUE WRIT AGAINST THE GOVERNOR.—A statute of Ohio, in terms held by the court to be mandatory and to leave no room for discretion, required the governor to make appointments to fill vacancies in office. Such a vacancy occurred, which the governor declined to fill by appointment. *Held*, that the court had jurisdiction to issue the writ of mandamus to the governor to require him to make the appointment. *State* v. *Nash* (1902), — Ohio St. —, 64 N. E. Rep. 558.

A similar holding in Nebraska was noted in the preceding number. 1 MICH. LAW REV., 144. As was there observed, the cases upon the question are in conflict, but many courts have exercised the jurisdiction where the act in question was a ministerial duty positively imposed. Such has been the holding in Ohio since 1856. *State* v. *Governor*, 5 Ohio St. 528. In the principal case, the court referred particularly to the dissenting opinions in *State* v. *Canvassers*, 17 Fla. 9; *People* v. *Morton*, 156 N. Y. 136, 50 N. E. 791.

MASTER AND SERVANT—CONTRACT—SATISFACTION OF PROMISEE.—The defendant hired the plaintiff, under a written contract, as a color-mixer, the work to be done to the satisfaction of the defendant. The plaintiff brought an action for an unlawful discharge. The defendant relied, in justification of the discharge, on dissatisfaction with the work done. *Held*, that it was proper to submit to the jury, the questions: (1) Was the employer dissatisfied with the work, and (2) was the discharge the result of the dissatisfaction? *Gwynne* v. *Hitchner* (1902),—N. J. L.—, 52 Atl. Rep. 997.

This appears to modify the general rule "that where the subject matter of the contract involves personal taste and judgment the reasonableness of the satisfaction is immaterial." In reality it follows the general rule but modifies the application of it to the facts and is a just and reasonable modification. It is followed in *Hartford Sorghum Manf. Co.* v. *Brush*, 43 Vt. 528, and *Daggett* v. *Johnson*, 49 Vt. 345.

MORTGAGES—FORECLOSURE—REDEMPTION.—A suit in equity to foreclose certain mortgages on a lease of a portion of a harbor area, a wharf, a fishing and fish-canning plant, and all personal property used for carrying on the business. The lower court decreed that all of said property should be sold in one parcel, absolutely, and without redemption. The state laws provided that sales of real estate should be subject to redemption. *Held*: That the property should be sold as an entirety, and not subject to the right of redemption.